### Case 8:18-cv-01644-VAP-KES Document 51-3 Filed 02/12/19 Page 2 of 61 Page ID #:1402

Form B-1036 - (Rev. 02/10)	1998 USBC, Central District of California		
Attorney or Party Name, Address, Telephone & FAX Numbers, California Bar Number JEFFREY A. CLARK SBN: 70546 CLARK & ASSOCIATES, P.C. 2999 OVERLAND A VENUE, SUITE 127 LOS ANGELES, CA 90064 (310)815-9440 Fax: (310)815-0518 E-mail: jclark@clark-law.net	For Court Use Only		
UNITED STATES BANKRUP CENTRAL DISTRICT OF CA			
In re:	CASE NO.: 8:17-bk-11961-CB		
Eagan Avenatti, LLP Debtor.	ADVERSARY NO.:		
Plaintiff(s), vs.	WRIT OF EXECUTION		
Defendant(s).			
TO THE UNITED STATES MARSHAL FOR THE CI			
On <u>May 22, 2018</u> , a judgment was entere	ed in the above-entitled action in favor of		
Jason Frank Law, PLC			
as Judgment Creditor, and against	u.		

\$ <u>8,465.75</u> INTEREST

\$\_\_\_\_\_\_ Costs

\$\_\_\_\_\_ ATTORNEYS FEES

\$ \_\_\_\_\_\_10.008.465.75 TOTAL JUDGMENT AS ENTERED

Eagan Avenatti, LLP

as Judgment Debtor, for:

### 

Form B-1036 - (Rev. 02/10)	Page 3 of 3	1998 USBC, Central District of California
In re		CASE NO.:8:17-bk-11961-CB
Eagan Avenatti, LLP		ADVERSARY PROCEEDING NO.:
	Debtor(s).	
N	IOTICE TO THE JUDGMENT DEB	TOR:
You may be entitled to file a claim exem may within ten (10) days after the date th provided in Sections 703.510-703.610 o	ne notice of levy was served deliver	. You may seek the advice of an attorney or a claim of exemption to the levying officer as dure.
According to an affidavit and/or memorar entry of judgment, to wit:	ndum of costs after judgment, it appo	ears that further sums have accrued since the
	\$ <u>8,465.75</u> ACCF	RUED INTEREST
	\$ Accr	RUED COSTS
	\$ <u>8,465.75</u> <b>TOT</b>	AL
entered, leaving a net balance of: \$ 10,008,465.75	d costs and accrued interest, with a	any excess credited against the judgment as of the issuance of this writ, of which ered, and bears interest at
		om the date of issuance of this writ, to which
	s and costs of the officer executing	this writ.
DATED: <b>JUN -</b> 6 2018	Kata	lean J Campbell
	Byt	AMPBELL tes Bankruptcy Court  ROODE Deputy Clerk

### Case 8:18-cv-01644-VAP-KES Document 51-3 Filed 02/12/19 Page 4 of 61 Page ID #:1404

Form B-1036 - (Rev. 02/10)

Page 2 of 3

In re

Eagan Avenatti, LLP

Page 2 of 3

CASE NO.:8:17-bk-11961-CB

ADVERSARY PROCEEDING NO.:

The following are name(s) and address(es) of the judgment debtor(s) to whom a copy of this writ of execution must be mailed unless it was served at the time of the levy. This information must be filled in by counsel requesting this writ.

Eagan Avenatti, LLP

520 Newport Center Drive Suite 1400 Newport Beach, CA 92660

Debtor(s).

	E OF JUDGMENT LIEN  ISTRUCTIONS CAREFULLY (front and back of form )				
	PHONE OF FILER'S CONTACT (optional) A. Clark, SBN 70546, (310) 815-9440				
	CKNOWLEDGMENT TO: (NAME AND ADDRESS)				
2999 C	A. Clark & Associates, A.P.L.C. Overland Avenue, Suite 127 Ingeles, CA 90064-4257				
1. JUDGM	IENT DEBTOR'S EXACT LEGAL NAME -Insert of			nbine names.	
	ATION'S NAME	,			
	Eagan Avenatti, LLP				
1b. INDIVIDUA	AL'S LAST NAME	FIRST NAME	MIDDLE NAM	1E	SUFFIX
1c. MAILING	ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
520 New	port Center Drive, Ste. 1400	Newport Beach	CA	92660	US
2. JUDGM	ENT CREDITOR'S NAME- Do not abbreviate or	combine names.			
	ATION'S NAME		······································		
	Jason Frank Law, PLC				
2b. INDIVIDUA	AL'S LAST NAME	FIRST NAME	MIDDLE		SUFFIX
2c MAILING	ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
19800 Mc	Arthur Blvd., Suite 855	Irvine	CA	92612	US
3 ALL PRO	OPERTY SUBJECT TO ENFORCEMENT OF A M	LONEY JUDGMENT AGAINST THE JUDGM	J MENT DERTO	DR TO WHICH A HIDGME	1
PERSON	NAL PROPERTY MAY ATTACH UNDER SECTIC	N 697.530 OF THE CODE OF CIVIL PRO	CEDURE IS S	UBJECT TO THIS JUDGM	MENT LIEN.
Α.	Title of court where judgment was entered: Unit	ed States Bankruptcy Court, Central D	istrict		
	of California				
	- Camerina				
В.	Title of the action: In re: Eagan Avenatti, LLI	)			
C.	Number of this action: 8:17-bk-11961-CB				
D.	Date judgment was entered: May 22, 2018				
E.	Date of subsequent renewals of judgment (if any	):			
		10 008 465 75			
F.	Amount required to satisfy judgment at date of the	nis notice: \$	~~~~		
G.	Date of this notice: June, 2018	·			
4. Vdecla	nde under penalty of perjury under the laws of the	State of California that the foregoing is true	and correct:		······································
CX 1	11.	1.	<b>7</b> )	040	
SICHARI	IRE – SEE INSTRUCTION NO. 4	Dated: Ut not in the	ine, 2	018	
SIGNATO	NL – SEE IIVSTROCTION IVO. 4 S	(ii not indi	uatecz use sai	me as date in item 3G.)	
FOR. Jef	frey A. Clark & Assoc., Atty. for Jason Frank	Law, PLC			

	le en la companya de	gen e de la suite	
1 2			Superior Court of California County of Los Angeles
3		Received	Sherri R. Carter, Executive Officer/Cle
4	nr.	T 3 1 2018	Daily d. Vallin Deput
5		Default Section	
6		oldun Govilon	
7			
8			
9	SUPERIOR COUR	T OF THE STA	TE OF CALIFORNIA
10	COUNTY OF LOS	S ANGELES – C	ENTRAL DISTRICT
11			
12	JASON FRANK LAW PLC, a profession law corporation,	onal Case I	No. BC706555 Ion. Dennis J. Landin, Dept. 51
13	Plaintiff,	<b>1</b>	JUDGMENT
14	vs.	Trial	Date: None Set
15	MICHAEL J. AVENATTI, an individua	al	
16	Defendant.		
17			
18			
19			
20			
21			
22			
23			
24			
25			
26			
27			
28			

. :

,							
1	The Motion for Summary Judgment / Adjudication filed by Plaintiff Jason Frank Law, PLC						
2	("JFL") against Defendant Michael Avenatti ("Avenatti") having been granted on October 22, 2018,						
3	it is hereby ORDERED and ADJUDGED as follows:						
4	1. JUDGMENT is hereby entered in favor of JFL and against Avenatti in the amount						
5	of \$						
6	prejudgment interest of \$ <b>304, 287.75</b> (\$165,753.42 as of October 22, 2018 plus \$1,328.77						
7	for each day thereafter until judgment is entered).						
8	2. JFL shall have and recover from Avenatti costs in the amount of \$						
9	and attorneys' fees in the amount of \$, the amounts to be determined as						
10	provided in California Rules of Court, rules 3.1700 and 3.1702, and inserted herein by the Clerk.						
11							
12							
13	DATED: NOV 2 0 2018						
14	Judge of the Superior Court						
15	Respectfully submitted,						
16	Eric M. George, SBN 166403						
17	egeorge@bgrfirm.com BROWNE GEORGE ROSS LLP						
18	2121 Avenue of the Stars, Suite 2800 Los Angeles, California 90067						
19	Attorneys for Jason Frank Law, PLC						
20							
21							
22							
23							
24							
25							
26							
27							
28							
	1142399.1 -2-						
	[Proposed] Judgment						

### 

UNITED STATES BANKRUPTCY COURT

CENTRAL DISTRICT OF CALIFORNIA

IN RE:

EAGAN AVENATTI, LLP, CASE NUMBER

CASE NUMBER 8:17-bk-11961-CB

Debtor,

#### EXAMINATION OF MICHAEL AVENATTI

July 25, 2018

11:00 a.m.

411 West Fourth Street

Courtroom 5D Conference Room

Santa Ana, California

REPORTED BY:

Lynette Milakovich

CSR No. 5098

```
1
              Q
                  Is there anybody at EA who is more
 2
      knowledgeable than you about EA's current financial
 3
      condition?
 4
              Α
                  No.
                  What payments have been made towards the
 5
              0
 6
      judgment that was entered on May 22nd of 2018?
 7
              Α
                  Are you talking about Mr. Frank's judgment?
 8
              0
                  Yes.
 9
                  None.
              Α
10
                  What are plans for paying this judgment?
11
              MR. CHA:
                        That's a little overbroad. Are you
12
      talking about immediately, or are you talking about in the
13
      next ten days? Are you talking about in the next six
14
              What do you mean by "what plans"?
15
                  (BY MR. SELTH:) Do you have any plans to
16
      repay this judgment?
17
                  We are going to attempt to repay the judgment
18
      from revenues from the firm or at least a portion of it.
19
                  Do you plan to pay as much of the judgment as
20
      you can from revenues of the firm?
                  We haven't made a determination as to what we
21
22
      believe should be paid relating to the judgment.
23
                  Do you believe you are entitled to pay less
24
      than the full amount of the judgment?
25
              Α
                  Yeah.
                         I believe the 10,000,000-million-dollar
```

```
1
      judgment is bogus.
                  Have you filed an appeal of the judgment?
 2
 3
                  Do you want to argue with me, or do you want
      to ask me questions?
 4
 5
                  It's a yes or no question.
6
                      Have you filed an appeal?
7
              MR. CHA: When you are referring to "you," you are
8
      referring to EA, not Mr. Avenatti?
9
              MR. SELTH: Yes. I know it's easy to make that
10
      mistake. When I mean him personally, I will say, "You
11
      personally."
12
              MR. CHA: Correct.
13
              MR. SELTH: If I say, "You," I am not meaning you
14
      personally.
15
              MR. CHA: Very good. Thank you.
                      (BY MR. SELTH:) Has EA filed tax returns
16
      for 2017?
17
18
              Α
                  No.
19
                  Has EA filed tax returns for 2016?
              Q
                  I believe so.
20
              Α
                  Who would know for certain?
21
              Q
2.2
              Α
                  I don't understand the question.
23
                  You said you believe so?
              Q
24
                  That's my answer. I believe so.
              Α
25
              Q
                  You don't know to a certainty?
```

```
1
              MR. CHA:
                       Don't arque with my client. That's all.
 2
              MR. SELTH: When an answer is given that is that
 3
      absurd, I am not arguing. I am saying that's absurd.
              MR. CHA: You can think that. Okay? Let's not
 4
      burden the record with your thoughts or your feelings.
 5
      That's not relevant. Okay. Let's go. We are here. We
 6
 7
      are here for you.
                  (BY MR. SELTH:) Who is handling the payroll
 8
      tax withholdings for EA right now, Mr. Avenatti?
10
                  I believe our payroll tax company.
11
                  Is EA current on its payroll tax since the
12
      bankruptcy case has been dismissed?
13
                  To the best of my knowledge, yes.
              Α
14
                  Please name all financial institutions where
15
      EA has had a bank account in the last four years.
                  California Bank & Trust, and I think that that
16
17
              Although there was a loan from a Mississippi bank,
      and I don't remember if we had an account there or not or
18
19
      if that would qualify as an account.
20
                  How long ago was that?
21
                  I mean, I think there was discovery on this
22
      in connection with the bankruptcy. I don't remember.
23
      It was some time ago. But it may have been during this
24
      four-year -- it may have been from 2014 to the present,
25
      so that's why.
```

-1	Q But there is no account there now?
2	A No.
3	Q And no loan there now?
4 -	A No.
5	Q How many current how many open accounts
6	does EA currently have at California Bank & Trust?
7 -	A I think two or three.
8	Q Is there one or more than one client trust
9	IOLTA account?
10	A I think there's one IOLTA.
11	Q At California Bank & Trust?
12	A Period.
13	Q And it's at California Bank & Trust?
14	A Yes.
15	Q In the bankruptcy schedules filed in June
16	of 2017 there were two accounts listed at California
17	Bank & Trust. Are those the same two accounts that you
18	have now?
19	A At some point during the bankruptcy the
20	accounts were changed.
21	Q To debtor in possession accounts?
22	A Correct. I don't believe that those have been
23	changed since the conclusion of the bankruptcy case.
24	Q What is the current balance in the two
25	accounts at California Bank & Trust?

```
1
              Α
                  I believe that's true, yeah.
 2
                  Approximately how much?
 3
              Α
                  Not a lot. I don't know. I'd have to look at
      it, but it's not a lot.
 4
 5
                  Under a quarter million?
                  What was the date of the dismissal of the
 6
              Α
 7
      bankruptcy?
 8
              MR. FRANK: March 15th.
 9
                  (BY MR. SELTH:) Like four months.
              0
10
                  Yes, less than a quarter million dollars.
11
                  Which fees -- which cases have paid fees since
12
      March 15th?
13
                  You know, I don't recall. I don't know --
14
      you know, as I sit here, with that being the date, four
15
      months ago, -- well the Med-Line matter which pays on a
      monthly basis would have paid fees, so that would be --
16
17
      let's call it 140,000 dollars. I think that's the only
18
      matter, but I may be wrong about it, but I think that's
19
      the only matter.
20
                  Med-Line pays a monthly fixed fee; is that
21
      correct?
22
              Α
                  Yes, sir.
23
                  How much?
24
                  I think it's 35,000 dollars a month. It was
25
      the same -- the amount has not changed since the
```

1 bankruptcy. They pay consistently every month? 2 3 Well, sometimes they are late. Sometimes they 4 don't pay on time. But it's generally --5 They don't generally accrue unpaid fees? 6 No. They do accrue if they don't pay on time. Α 7 0 Is it due on a certain date each month? 8 It is, but I can't tell you the date. So funds that have gone into EA to pay its 9 Q 10 operating expenses, you testified that's the majority of 11 your personal funds; correct? 12 Α Yes, sir. What accounts have transferred funds into 13 EA bank accounts since the bankruptcy was dismissed? 14 15 Accounts just in your name? Are there any others that have transferred? 16 I think it's just in my name. When I say, 17 18 "My name," I don't recall exactly what account the monies 19 came into as loans. I'm sorry. 20 0 From? I know where the monies came into. I don't 21 2.2 know where the monies came from as I sit here now. 23 I think they were from Avenatti & Associates. 24 A bank account? 0 25 Α A bank account.

```
1
      STATE OF CALIFORNIA
      COUNTY OF SAN BERNARDINO
 2
 3
          I, Lynette Milakovich, a Certified Shorthand
 4
      Reporter, do hereby certify:
 5
          That prior to being examined, the witness in
 6
7
      the foregoing proceedings was by me duly sworn to
      testify to the truth, the whole truth, and nothing but
8
      the truth;
9
10
          That said proceedings were taken before me at
11
      the time and place therein set forth and were taken
12
      down by me in shorthand and thereafter transcribed
      into typewriting under my direction and supervision;
13
14
          I further certify that I am neither counsel for,
15
      nor related to, any party to said proceedings, nor
      in any way interested in the outcome thereof.
16
          In witness whereof, I have hereunto subscribed
17
      my name.
18
19
20
      Dated:
              July 27, 2018
21
221
23
      Lynette Milakovich
      CSR No. 5098
24
25
```

9

10

11

12

13

14

15

16

17



#### UNITED STATES BANKRUPTCY COURT CENTRAL DISTRICT OF CALIFORNIA – SANTA ANA DIVISION

In re

Case No. 8:17-bk-11961-CB

EAGAN AVENATTI, LLP,

Chapter 11

A hearing was held on July 11, 2018, at 10:00 a.m. before the Honorable Catherine E.

Having reviewed the pleadings and heard the discussion on the record and with good

Bauer, United States Bankruptcy Judge for the Central District of California, in Courtroom 5D

Assignment and Restraining Order filed on June 20, 2018 as docket #470 by Jason Frank

located at 411 West Fourth St., Santa Ana, CA, on the Amended Motion for Entry of

Debtor.

ORDER GRANTING IN PART AND DENYING IN PART AMENDED MOTION FOR ASSIGNMENT AND RESTRAINING ORDER

Date: July 11, 2018 10:00 a.m. Time:

Place: Courtroom 5D Address: 411 W. 4<sup>th</sup> St, Santa Ana, CA 92701

18

19

20

21 22

23

24

25

26

27 28 IT IS ORDERED:

cause shown,

1. The Motion is granted in part and denied in part.

Law, PLC ("Motion"). Appearances were made as noted on the record.

2. The Motion is granted as follows:

Eagan Avenatti, LLP ("Debtor") is hereby restrained from assigning, encumbering or in any way transferring any proceeds, attorney's fees, costs, rights to payments and accounts receivable it is or may be entitled to receive from the lawsuits and clients listed on Exhibit A to the Frank Declaration attached to the Motion (the "Cases"), as well as any rent payments from Debtor's tenants.

Debtor shall file with the Court and serve on Jason Frank Law, PLC, the Internal Revenue Service, the Official Committee of Creditors, and their respective counsel, a notice of any hearing or proceeding regarding attorney's fees in any of the Cases (regardless of whether Debtor is designated as a possible payee). Notice shall be filed and served at least 14 days prior to the date of the hearing or proceeding.

Debtor shall also file with the Court and serve on Jason Frank Law, PLC, the Internal Revenue Service, the Official Committee of Creditors, and their respective counsel, a notice of receipt of any monies in relation to the Cases, regardless of whether the payment is made to Debtor, Avenatti & Associates, Michael Avenatti, or Michael Eagan, or any entity controlled by Debtor, Avenatti & Associates, Michael Avenatti, or Michael Eagan.

3. To the extent the Motion is not granted in Paragraph 2, it is denied without prejudice.

###

Date: July 11, 2018

Catherine Bauer

# EXHIBIT A

### Case 8::178-lok-101964-CBP-1066 4916-tumFilte 6:07306716d 02/116/d 07/106/12317f 03::30PagDelSD Exhibit 1-5 to the Declaration : 04/126son M. Frank Page 5 of 52

	Case Name	Court	Case Number	Date Commenced	Source
1.	Alvarez v. Campbell/ City of Los Angeles	LASC – Santa Monica	BC537145	2/25/2014	John Alvarez
2.	Bahamas Surgery Center, v. Kimberly Clark Corporation	USDC – Central California	14-CV08390 DMG	10/29/2014	Bahamas Surgery Center LLC (On Behalf of Certified Class)
3.	Biloxi Freezing v. Mississippi Power Company	Circuit Court Harrison County Mississippi	A2401-16-77	4/2016	Biloxi Freezing & Processing, Inc.; Gulfside Casino Partnership; John Carlton Dean
4.	Burton v. Carrey	LASC	BC634315	9/19/2016	Mark Burton
5.	Croxton v. Myla	OCSC	30-2017-00907481	3/8/2017	Tom Croxton
6.	Engel v. Marina Del Rey Hospital	LASC	BC638697	10/27/2016	Paul S. Engel; The Estate of Jim D. Engel; The Trust of Jim D. Engel
7.	Greco v. NFL	USDC – Northern Texas	3:13-cv-1005-M	3/7/2013	Joseph Greco
8.	Hansen v. Goodman	LASC	BC637521	10/18/2016	Stephen Hansen
9.	Heritage v. DFG Group, LLC	Florida Fourth District Court of Appeal	4D16-2972	8/31/2016	Heritage Manor of Memorial Park, Inc., Memorial Park of Boca Raton, Inc., Sandra Strong, as the Personal Representative of the Estate of Kathleen I. Michael, Elishka E. Michael Tarnawa Revocable Trust Under Agreement Dated August 9, 2002, Laila Taylor, Trustee and Laila Taylor, as Personal Representative of the Estate of Elishka E. Michael Tarnawa
10.	Herrick v. National Football League	USDC – Northern Ohio	5:17-cv-472	3/7/2017	Greg Herrick and Carmelo Treviso (On Behalf of Putative Class)
11.	Kirschner v. Service Corporation	LASC	BC491632	9/7/2012	Stephanie Kirschner; Brad J. Kane
12.	Koss v. Park Bank	Wisconsin Court of Appeals	2016AP636	3/22/2016	Koss Corporation; Michael J. Koss

### Case 8:18-lok-01961-CBP-Do6 49161umFilte 507306718d C2/112/49 07/06/18417f 63:30 a gresso Exhibit 1-5 to the Declaration of 12/20 Page 6 of 52

	Exhibit 1-5 to the Declaration of 12 Exhibit 1-5 Exhibi							
13.	Loftin v. QA Investments	Superior Court of Wake County	03-CVS-16882	12/15/2003	Peter T. Loftin			
		North Carolina						
14.	Medline v. Kimberly Clark	USDC – Northern Georgia	1:17-cv-02032	6/5/2017	Medline Industries, Inc.			
15.	Meridian v. Kooshian	USCA Ninth Circuit	15-35465	6/12/2015	Mark Calvert			
16.	Naeyaert v. Kimberly Clark	USDC Central California	5:17-cv-00950	5/15/2017	Christopher P. Naeyaert			
17.	Parrish v. Latham Watkins	Supreme Court of California	S228277	8/5/2015	William Parrish; E. Timothy			
					Fitzgibbons;			
18.	Racine v. Selekt Media	LASC	BC593922	9/9/2015	Amelia Racine			
19.	Saud v. Saxton	LASC	BC476972	1/17/2012	Steven J. Saxton; Hollywood			
					Studios International			
20.	Shahinian v. Kimberly Clark (Qui	USDC – Central California	2:14-cv-08313 JAK	10/27/2014	Hrayr Shahinian (On Behalf of			
	Tam)				the United States)			
	[USA v. Kimberly-Clark				·			
	Corporation]							
21.	Silva v. Minsky (Children's Dental	LASC	BS167372	1/12/2017	Marisabel Silva			
	Group Cases)							
22.	Sweetman v. Carrey	LASC	BC636760	10/11/2016	Brigid Sweetman			
23.	Alhadeff v. Superior Court Los	California – Court of Appeals	B281503	3/24/2017	Jennifer Nadjat-Haiem – Real			
	Angeles County				Party in Interest			
24.	Alhadeff v. Superior Court of Los	California – Court of Appeals	B283048	6/12/2017	Jennifer Nadjat-Haiem, Real			
	Angeles				Party in Interest			
25.	Alpha GRP, Inc. v. Subaru of	USDC – Central California	2:18-cv-02133 MWF	3/14/2018	Alpha GRP, Inc.			
	America, Inc.							
26.	Barela v. Brock USA, LLC	USDC – Central California	8:15-cv-00779	5/19/2015	Greg Barela			
27.	Browndorf v. Salveson	USDC – Central California	8:16-cv-00181	2/3/2016	Matthew C. Browndorf			
28.	Chicago Title of Nevada, Inc. v.	USDC – Nevada	2:16-cv-02293	9/29/2016	X-Law Group, PC			
	Colombo							
29.	City of Los Angeles v. S.C. (Alvarez)	California Supreme Court	S245632	11/27/2017	Linda Alvarez			
30.	City of Los Angeles v. S.C.L.A.	California – Court of Appeals	B280429	1/30/2017	Linda Alvarez, Real Party in			
		, ,			Interest			
31.	Clifford v. Davidson*	LASC – Santa Monica	SC129384	6/6/2018	Stephanie Clifford			
32.	Clifford v. Trump*	USDC – Central California	2:18-cv-02217 SJO	3/16/2018	Stephanie Clifford			
33.	DCM-P1 LLC v. Rushmore Loan	LASC	BC677324	9/26/2017	DCM-P1 LLC			
	Management Services, LLC							
34.	Feldblumb v. Minsky	OCSC	30-2018-00984383-CU-	4/5/2018	Anaya Feldblumb, a minor;			
	·		MT-CXC		Samuel Feldblumb, Guardian;			
					Hasan Glover, a minor;			
					Tamicah Covington, Guardian			
35.	Hallier v. Naccarato	California – Court of Appeal	B286312	11/9/2017	Sarah Naccarato			
				1	•			

#### Case 8:17-lok-01964-CBP-De6 49101umFilte 607306718d CEV12/40 07/96418517f 63:30 Pace 8:

Exhibit 1-5 to the Declaration of 1425 son M. Frank Page 7 of 52 U.S. Court of Appeals – 5<sup>th</sup> Bruce Ibe, Dean Hoffman, 36. lbe v. Jones 15-10242 3/27/2015 (Simms v. Jones) Circuit Robert Fortune, Jason McLear, Ken Laffin, David Wanta and Rebecca Burgwin 37. Ibe v. National Football League USDC - North Texas 3:11-CV-248-M 2/8/2011 Bruce Ibe, Dean Hoffman, Robert Fortune, Jason McLear, Ken Laffin, David Wanta and Rebecca Burgwin 8/10/2016 38. In Re Khalil USDC - Central California 2:16-cv-05972 Steven Goldman In the Matter of Search Warrants USDC – Southern New York Stephanie Clifford 39. 1:18-mj-03161 KMW 4/13/2018 Executed on April 9, 2018\* USDC - Central California 5/5/2017 40. Kaplan v. Porsche Financial 2:17-cv-03405 AB David Kaplan Services 41. Martinez v. Pawlik LASC 10/27/2017 Adriana Martinez; Christina BC681379 Jennifer Mello; Isabella Jeanine Mello: Victoria Marie Mello 10/13/2017 Newman v. Malvin OCSC 30-2017-00949469-CU-Austin J. Newman PA-CJC Novak v. Simpson\* USDC - Middle Florida, Orlando 6:18-cv-922-ORL-37-TBS 6/13/2018 Kathryn Novak 43. Division Pritzker v. Miller LASC BC658205 4/18/2017 Ronald Pritzker 44. 45 Ramirez v. City of Pasadena LASC BC644094 12/20/2016 Andres Ramirez, a minor Ramirez v. City of Pasadena LASC BC664114 6/5/2017 Andres Ramirez, a minor; Elba 46. Hernandez, Guardian 47. Shaver v. Cohen, M.D. 5/17/2017 **Charles Shaver** OCSC 30-2017-00920858-CU-MM-CJC 48. The Estate of Kathryn Mary Mar v. LASC The Estate of Kathryn Mary BC698508 3/16/18 **Beverly Hills Medica** Mar; Serina Lane-Chase USA v. Hendrix USDC - Central California 2:17-mj-02813 11/8/2017 49. Ryan D. Hendrix 50. USA v. Martinez USDC - South California 3:16-CR-02116 9/21/2016 Jose Eduardo Martinez 51. Young Blue, LLC v. Herron LASC BC693618 2/8/2018 Young Blue LLC

<sup>\*</sup> Denotes matters listing "Avenatti & Associates, APC" on the caption page and/or signature block

```
1
                   UNITED STATES BANKRUPTCY COURT
 2
                   CENTRAL DISTRICT OF CALIFORNIA
 3
                               --000--
 4
                                     Case No. 8:17-bk-11961-CB
  In Re:
                                  )
  EAGAN AVENATTI, LLP
                                     Chapter 11
                                  )
 6
             Debtor.
                                     Santa Ana, California
                                     Wednesday, July 11, 2018
 7
                                     10:00 a.m.
 8
                                  AMENDED MOTION FOR ENTRY OF
                                  ASSIGNMENT AND RESTRAINING
 9
                                  ORDER
10
                      TRANSCRIPT OF PROCEEDINGS
               BEFORE THE HONORABLE CATHERINE BAUER
11
                   UNITED STATES BANKRUPTCY JUDGE
12 APPEARANCES:
13 For Jason Frank Law, PLC
                                  SARA L. CHENETZ, ESQ.
                                  Perkins Coie, LLP
     and Scott Sims:
14
                                  1888 Century Park East
                                  Suite 1700
15
                                  Los Angeles, California 90067
                                  (310) 788-9900
16
                                  HAMID R. RAFATJOO, ESQ.
   For Eagan Avenatti:
17
                                  Raines Feldman, LLP
                                  1800 Avenue of the Stars
18
                                  12th Floor
                                  Los Angeles, California 90067
19
20
21
22
23
2.4
  Proceedings recorded by electronic sound recording;
25 transcript produced by transcription service.
```

```
43
 1
            THE COURT: Okay.
 2
            MS. CHENETZ: But the money -- I mean, he has his
 3 money -- however he's operating, he has his money for
  ordinary business expenses. What I'm gravely concerned is
 5 going to happen, the money is going to come in. We're going
 6 to have no idea the money's going to come in. At best it's
   going to sit in some Eagan Avenatti account, and then it's
  suddenly going to be "Oh, I had to open a new office in
 9 Chicago and it cost $1,000,000, and that was my -- I think
10 that was an ordinary expense." Well, we can't get it back
11 from the new Chicago landlord now. And so that the state
12 law provides for assignment of receivables just for this
13 interest so that judgment debtors can't take money and not
14 pay the judgment creditors.
15
            THE COURT: Can we fashion something where if
16 moneys come in from these lawsuits, he needs to put them in
17 his trust account and notify the Court and Mr. Frank that
18 this money has come in, he's not to touch it? I mean, this
19 is an officer of the Court. So if he touches it, he's in --
20 you know, I'll do something about it.
21
            MS. CHENETZ: Your Honor, I mean, really, there is
22 this $10,000,000 judgment plus now interest and counsel
23 fees. Mr. Frank is not entitled to more than that. He too
24 is an officer of the Court. You know, he has a law firm.
25 If he ever collected more, it would be turned over to Eagan
```

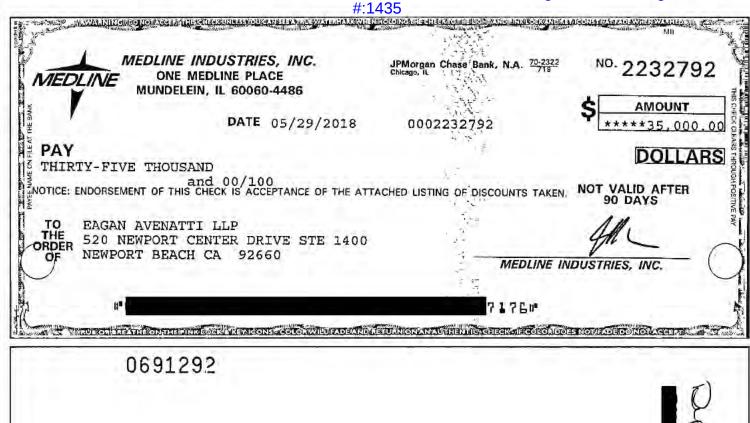
```
50
1 take this under advisement. I want to look through
 2 everything one more time, and I'll get you something very --
 3 very quickly, I promise. But I appreciate all the
 4 arguments.
 5
             Ms. Shariff, anything further?
             MS. SHARIFF: No, thank you very much, your Honor.
 6
 7
             THE COURT: Okay. All right. So I'm going to
  take it under advisement. I'll get something out ASAP.
 9 right.
             MS. CHENETZ: Thank you, your Honor.
10
11
             THE COURT: Thank you very much. Thank you all.
12
             MR. RAFATJOO: Thank you, your Honor.
        (Proceedings concluded.)
13
14
15
             I certify that the foregoing is a correct
16 transcript from the electronic sound recording of the
17 proceedings in the above-entitled matter.
18
19
                                    9/13/18
  /s/Jordan Keilty
  Transcriber
20
  FEDERALLY CERTIFIED TRANSCRIPT AUTHENTICATED BY:
21
22
   /s/L.L. Francisco
23 L.L. Francisco, President
  Echo Reporting, Inc.
24
25
```

```
1
                   UNITED STATES BANKRUPTCY COURT
 2
                   CENTRAL DISTRICT OF CALIFORNIA
 3
                               --000--
 4
  In Re:
                                  )
                                     Case No. 8:17-bk-11961-CB
  EAGAN AVENATTI, LLP
                                     Chapter 11
 6
             Debtor.
                                     Santa Ana, California
                                     Monday, August 27, 2018
 7
                                     11:00 a.m.
 8
                                  CONT UNITED STATES' MOTION TO
                                  ENFORCE ORDER AND FIND DEBTOR
 9
                                  IN CONTEMPT OR IN THE
                                  ALTERNATIVE TO VACATE DISMISS
10
                                  ORDER AND REINSTATE THE
                                  CHAPTER 11 CASE
11
                                  CONT MOTION OF EAGAN AVENATTI
12
                                  LLP FOR A PROTECTIVE ORDER
13
                                  CONT APPLICATION FOR
                                  APPEARANCE AND EXAMINATION OF
14
                                  JUDGMENT DEBTOR RE:
                                  ENFORCEMENT OF JUDGMENT
15
                                  MOTION OF JASON FRANK LAW, PLC
16
                                  FOR ENTRY OF ORDER (1) FINDING
                                  JUDGMENT DEBTOR IN CONTEMPT
17
                                  FOR VIOLATING THE COURT'S JULY
                                  11, 2018 RESTRAINING ORDER OR,
18
                                  IN THE ALTERNATIVE, REQUEST
                                  FOR ADDITIONAL TERMS TO THE
19
                                  RESTRAINING ORDER, AND (2)
                                  DIRECTING PARTIAL PAYMENT OF
20
                                  MONTHLY FEES PAYABLE TO
                                  JUDGMENT DEBTOR
21
22
23
2.4
   Proceedings recorded by electronic sound recording;
25 transcript produced by transcription service.
```

```
44
             MR. RAFATJOO: Well, it's --
 1
 2
             THE COURT: Well, it would --
 3
             MR. RAFATJOO: Your Honor, for Eagan Avenatti, we
  will file the report that will say what payments have been
 4
 5 \mid made. We can do it -- when was the order entered, the --
 6
             MS. CHENETZ: Restraining order?
7
             MR. RAFATJOO: -- restraining order? We will file
8 one for the month of July post-restraining order. I will
9 file one for the month of August, September 15th or earlier,
10 whenever people want it, so that people know. Or if I can
11 skip the filing step and just email it to these two
12 parties --
             THE COURT: That's great. That's perfect.
13
             MR. RAFATJOO: -- that would be even better.
14
15
             MS. CHENETZ: That's fine.
16
             THE COURT: Perfect. Absolutely.
17
             MR. RAFATJOO: And then we can deal with it.
18
             THE COURT: Okay. Wonderful.
19
             MR. RAFATJOO: September 24th.
             THE COURT: Yeah, I'm looking at September 24th at
20
  10:00.
           It's a Monday.
22
             MS. SHARIFF: Okay. Is -- your Honor, if I may
23 ask, is there going to be some kind of a briefing schedule
24 or filing or something?
25
             THE COURT: I'll put it in the notice.
```

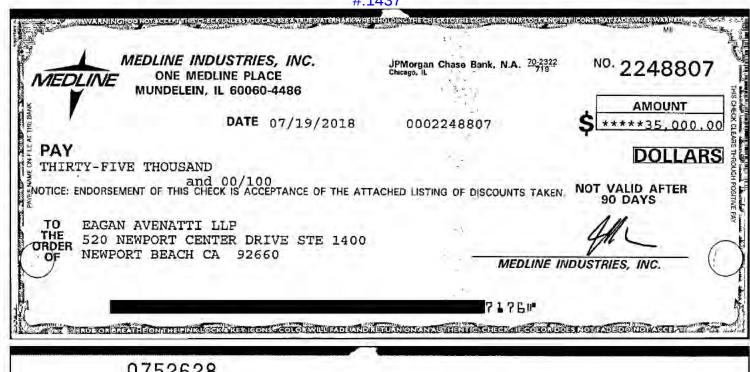
```
48
             I certify that the foregoing is a correct
 1
 2
  transcript from the electronic sound recording of the
 3 proceedings in the above-entitled matter.
 4
 5
   /s/Jordan Keilty
                                       9/13/18
   Transcriber
 6
   FEDERALLY CERTIFIED TRANSCRIPT AUTHENTICATED BY:
 7
 8
   /s/L.L. Francisco
  L.L. Francisco, President
   Echo Reporting, Inc.
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
```

Case 8:18-cv-01644-VAP-KES Document 51-3 Filed 02/12/19 Page 35 of 61 Page ID



Date:06/04/18 Seq #:53093389 Account: 7176 Serial #:2232792 Amount:\$35,000.00 Dep Seq #:53093388

Case 8:18-cv-01644-VAP-KES Document 51-3 Filed 02/12/19 Page 37 of 61 Page ID

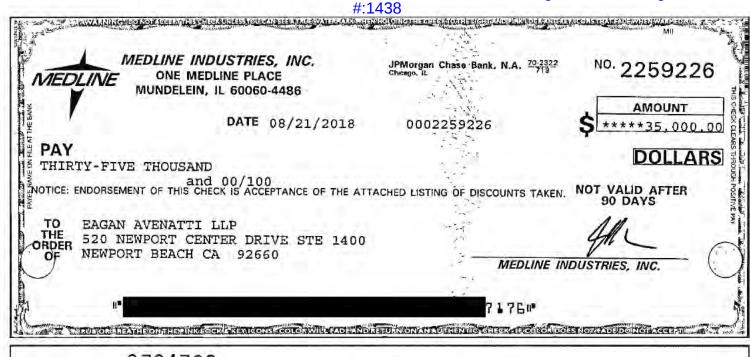


0752628

TED TO THE ACCOUNT OF THE WITHIN NAMED PAYEE
Hornia Bank & Trust

Date:07/20/18 Seq #:53042863 Account: 7176 Serial #:2248807 Amount:\$35,000.00 Dep Seq #:53042862

Case 8:18-cv-01644-VAP-KES Document 51-3 Filed 02/12/19 Page 38 of 61 Page ID



0704729

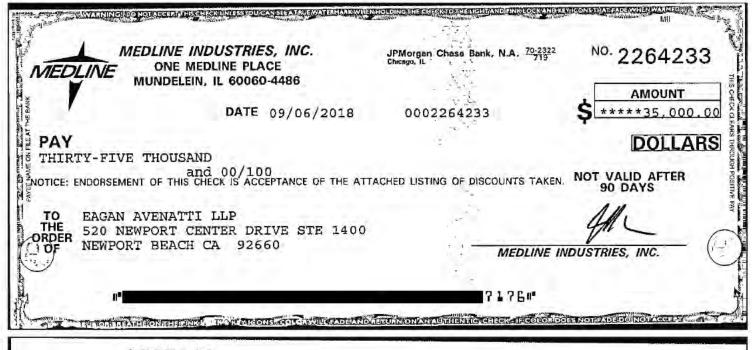
DEPOSITED TO THE ACCOUNT OF THE WITHIN NAMED PAYEE

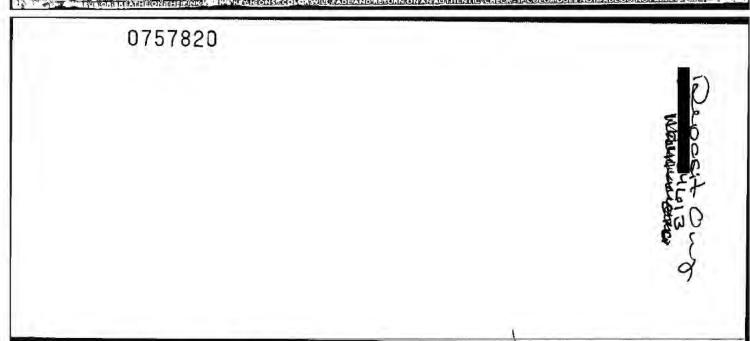
California Bank & Trust

Date: 08/28/18 Seq #:53021423 Account

7176 Serial #:2259226 Amount:\$35,000.00 Dep Seq #:53021422

Case 8:18-cv-01644-VAP-KES Document 51-3 Filed 02/12/19 Page 39 of 61 Page ID

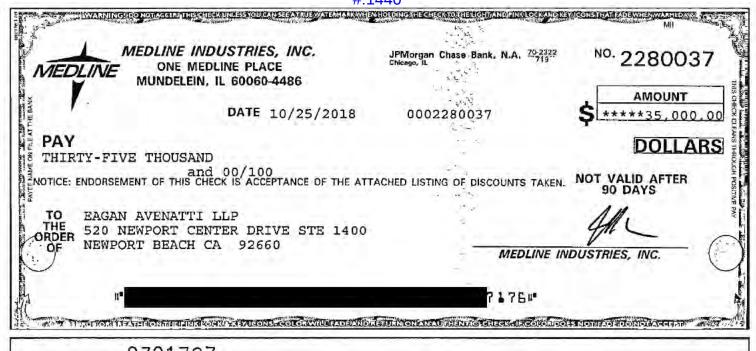




Date:09/10/18 Seq #:53132505 Account:

7176 Serial #:2264233 Amount:\$35,000.00 Dep Seq #:53132504

Case 8:18-cv-01644-VAP-KES Document 51-3 Filed 02/12/19 Page 40 of 61 Page ID #:1440



0791707

Date:10/29/18 Seq #:53097935 Account: 7176 Serial #:2280037 Amount:\$35,000.00 Dep Seq #:53097934

# Exhibit 17

se 8:18-cv-01644-VAP-KES Document 51-3 Filed 02/12/19 Page 42 of 61 Page ID #:1442 Statement of Accounts

Page 1 of 5

This Statement: March 30, 2018 Last Statement: February 28, 2018

Account 4613

DIRECT INQUIRIES TO:

Customer Service 1 (800) 400-6080

P.O. Box 489, Lawndale, CA 90260-0489

0052316

4090-06-0030-CBT-PG0023-00006

STATE BAR OF CALIFORNIA EAGAN AVENATTI LLP ATTORNEY CLIENT TRUST ACCOUNT 520 NEWPORT CENTER DR STE 1400 NEWPORT BEACH CA 92660-7020

> Irvine Branch 1900 Main St. Suite 100 Irvine, CA 92614-0000 (949) 223-7500

#### SUMMARY OF ACCOUNT BALANCE

Account Type Account Number Ending Balance Balances Owed

Attorney Client Trust 4613 \$55,063.24

#### **ATTORNEY CLIENT TRUST 5794184613**

220 6

Previous Balance	Deposits/Credits	Charges/Debits	Checks Processed	Ending Balance
30,320.33	3,608,058.78	3,529,665.87	53,650.00	55,063.24

#### 20 DEPOSITS/CREDITS

Date	Amount	Description
03/01	12.800.00	WIRE/IN-2018030100003337:ORG GLOBAL BARISTAS US LLC:REF 9351 1305101114
03/02	9,200.00	ONLINE XFER FROM DDA GLOBAL BARIS ID: 000008757 2308801110
03/05	5,150.00	ONLINE XFER FROM DDA GLOBAL BARIS ID: 000006124 2308704520
03/05	11,400.00	WIRE/IN-2018030500003694;ORG GLOBAL BARISTAS US LLC;REF 0452 1303801128
03/05	29,500.00	WIRE/IN-2018030500005760;ORG GLOBAL BARISTAS US LLC;REF 9352 1303801707
03/06	2,950.00	WIRE/IN-2018030500006858;ORG STATE BAR OF CALIFORNIA;REF 241 1304200070
03/07	10,000.00	DEPOSIT 5353020413
03/07	9,100.00	WIRE/IN-2018030700005086;ORG GLOBAL BARISTAS US LLC;REF 1152 1304301551
03/09	5,000.00	DEPOSIT 5353071662
03/12	5,900.00	WIRE/IN-2018031200005036;ORG GLOBAL BARISTAS US LLC;REF 9952 1304701465
03/13	650.00	ONLINE XFER FROM DDA GLOBAL BARIS ID: 000006196 2308000562
03/15	3,000,000.00	WIRE/IN-2018031500004201;ORG MICHAEL J AVENATTI ESQ;REF 0000 1304201136
03/20	2,000.00	ONLINE XFER FROM DDA EAGAN AVENAT ID: 000003028 2308502358
03/20	8,000.00	ONLINE XFER FROM DDA EAGAN AVENAT ID: 000006625 2308502348
03/20	200,000.00	WIRE/IN-2018032000001759;ORG MICHAEL J AVENATTI ESQ;REF 0000 1304800662
03/21	7,500.00	ONLINE XFER FROM DDA EAGAN AVENAT ID: 000006716 2307502026
03/21	44,700.00	ONLINE XFER FROM DDA EAGAN AVENAT ID: 000008696 2307501832
03/22	94,206.00	WIRE/IN-2018032200004243;ORG MICHAEL J AVENATTI ESQ;REF 0000 1304500976
03/30	150,000.00	ONLINE XFER FROM DDA ***4779 ID: 000006705 2308101196
03/30	2.78	INTEREST PAYMENT 0001987680

#### 45 CHARGES/DEBITS

Date	Amount	Description
02/28	3.32	INTEREST TRANSFER 0100072101
03/02	6,500.00	ONLINE XFER TO DDA GLOBAL BARIS ID: 000006008 2308802989
03/05	3,000.00	WIRE/OUT-2018030500003658;BNF Claudia M. Losana 1303801118
03/05	1,800.00	ONLINE XFER TO DDA PASSPORT 420 ID: 000001241 2308700947
03/06	3,000.00	WIRE/OUT-2018030600001771;BNF Claudia Losana 1304200610
03/06	14,200.00	ONLINE XFER TO DDA GLOBAL BARIS ID: 000000008 2308500751
03/07	700.00	ONLINE XFER TO DDA GLOBAL BARIS ID: 000000936 2308200615
03/07	19,000.00	ONLINE XFER TO DDA GLOBAL BARIS ID: 000001972 2308201757
03/07	3,700.00	ONLINE XFER TO DDA GLOBAL BARIS ID: 000002792 2308202141
03/09	15,500.00	ONLINE XFER TO DDA GLOBAL BARIS ID: 000004914 2308402309
03/12	2,200.00	ONLINE XFER TO DDA GLOBAL BARIS ID: 000008757 2308404259
03/13	1,900.00	WIRE/OUT-2018031300005616;BNF Geoffrey Johnson 1304501542



#### An Easy Approach To Balancing Your Account

Page 2 of 5

To reconcile your checkbook balance to your statement balance: Mark off each entry in your check register that has been charged to your account during the statement period. List the checks you have written, but are not yet charged to your account in the "Checks Outstanding" column below. Then, follow the instructions in lines 1 through 10.

CHECKS OUTSTANDING			CHECKBOOK BALANCE	
Check Number	Check Amount		LIST your checkbook balance.	
			ADD any deposits or other credits listed on the front of this statement which you have not recorded in your checkbook (such as payroll credits or other direct electronic deposits).	
			3. SUBTOTAL:	
			SUBTRACT any charges listed on the front of this statement which you have not recorded (such as service charges, automatic transfers, electronic transactions, etc).	
			5. ADJUSTED CHECKBOOK BALANCE:	
			This balance should	agree with line 10, belo
			STATEMENT BALANCE	
			LIST your current statement balance as shown on the front of this statement.	
			7. ADD deposits made, but not shown on this statement.	
			8. SUBTOTAL:	
		_  -	SUBTRACT total from "Checks Outstanding."	
TOTAL:		7-	10. ADJUSTED STATEMENT BALANCE:	

#### PROMPTLY EXAMINE YOUR STATEMENT AND REPORT ANY PROBLEM

Transfer to Line 9.

You must promptly examine your account statements and report any discoverable errors, unauthorized signatures, alterations, missing endorsements, or unauthorized transfers. Failure to do so may result in your loss of certain rights or remedies. For example, you must identify the discoverable alteration or forgery of a check within 30 days of us sending you, or making available to you, the statement reflecting that check, and you must also immediately report to us what you find. Businesses should check their account transactions daily, for which various online services are available. For additional information, please see your deposit account agreement and application service agreement(s) for details. See also the consumer disclosures below.

## CONSUMER ACCOUNTS: IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS OR MONEY RESERVE TRANSACTIONS

If you think your statement is wrong, or if you need more information about a transfer on this statement or on a receipt, please telephone or write us. Please use the telephone number or address listed on the front of this statement to contact us as you can. We must hear from you no later than 60 days after we sent or made available the FIRST statement on which the problem or error appeared. The provisions in this paragraph do not apply to business or other non-personal accounts. The owners of those accounts must settle all unauthorized transactions or errors within 24 hours of receipt of the Item posting in order to be returned.

- Tell us your name and account number.
- Describe the error or transfer you are unsure about, and explain as clearly as you can why you believe there is an error or why you need more information.
- 3. Tell us the dollar amount of the suspected error.

We will investigate your complaint and correct any error promptly. If we take more than 10 business days to do this, we will recredit your account for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation.

#### FOR MONEY RESERVE ACCOUNTS:

## IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR PERSONAL CREDIT LINE (This is a Summary of Your Billing Rights).

If you think your statement is wrong, or you need more information about a transaction on your statement, write us at the address on the front of this statement as soon as possible. We must hear from you no later than 60 days after we sent you the first statement on which the error or problem appeared.

You can telephone us but doing so will not preserve your rights. In your letter, give us the following information.

This balance should agree with line 5, above.

- 1. Your name and account number.
- 2. The dollar amount of the suspected error.
- 3. Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are unsure about.

You do not have to pay any amount in question while we are investigating, but you are still obligated to pay the parts of your bill that are not in question. The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question. You must notify us in writing. You can telephone us, but doing so will not preserve your rights. Contact us at California Bank & Trust, PO Box 25787, Salt Lake City, UT 84125-0787.

Balance Subject to Interest Rate: We use the method called "average daily balance", (including current transactions) to calculate the daily balance. If you have any further questions about the method and how resulting interest charges are determined, please feel free to contact us at 1-800-400-6080.

We may report information about your Money Reserve account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

Please notify us if we report any inaccurate information about your account(s) to a credit bureau. Your written notice describing the specific inaccuracy should be sent to us at the following address: California Bank & Trust, PO Box 25787, Salt Lake City, UT 84125-0787.

Thank you for banking with California Bank & Trust.

Become an Online Banking Customer for 24-hour account access.

Review account balances
 Review posted transactions
 Pay bills
 Transfer funds
 Sign up today at www.calbanktrust.com or call 888-217-1265.

#:1444

e 8:18-cv-01644-VAP-KES Document 51-3 Filed 02/12/19 Page 44 of 61 Page ID March 30, 2018 STATE BAR OF CALIFORNIA 4613

P.O. Box 489, Lawndale, CA 90260-0489

Continued		
Date	Amount	Description
03/13	1,500.00	ONLINE XFER TO DDA PASSPORT 420 ID: 000008540 2308004543
03/13	1,000.00	ONLINE XFER TO DDA PASSPORT 420 ID: 000009362 2308000013
03/14	3,100.00	ONLINE XFER TO DDA GLOBAL BARIS ID: 000003486 2307601731
03/15	2,828,423.30	WIRE/OUT-2018031500004293;BNF SulmeyerKupetz Trust Account 1304201146
03/15	1,200.00	ONLINE XFER TO DDA GLOBÁL BARIS ID: 000009978 2307902421
03/15	171,576.70	ONLINE XFER TO DDA EAGAN AVENAT ID: 000001535 2307902459
03/20	1,900.00	WIRE/OUT-2018032000005898;BNF Geoffrey Johnson 1304801861
03/20	8,000.00	WIRE/OUT-2018032000005899;BNF Mareli Miniutti 1304801863
03/20	120,000.00	WIRE/OUT-2018032000005897;BNF Glenn and Patricia Huettner 1304801859
03/20	80,000.00	ONLINE XFER TO DDA EAGAN AVENAT ID: 000003157 2308501785
03/21	7,577.50	WIRE/OUT-2018032100005212;BNF Shaffer Security Group 1304401398
03/21	44,700.00	ONLINE XFER TO DDA GLOBAL BARIS ID: 000006202 2307501837
03/22	19,100.00	ONLINE XFER TO DDA GLOBAL BARIS ID: 000008752 2308102091
03/23	5,000.00	ONLINE XFER TO DDA GLOBAL BARIS ID: 000007814 2307801941
03/26	2,000.00	ONLINE XFER TO DDA GLOBAL BARIS ID: 000003070 2308603957
03/27	5,000.00	ONLINE XFER TO DDA EAGAN AVENAT ID: 000003665 2308100611
03/27	25,500.00	ONLINE XFER TO DDA PASSPORT 420 ID: 000008429 2308100619
03/27	4,000.00	ONLINE XFER TO DDA GLOBAL BARIS ID: 000009908 2308100621
03/28	15,000.00	ONLINE XFER TO DDA AVENATTI & A ID: 000006500 2307402213
03/28	250.00	ONLINE XFER TO DDA GLOBAL BARIS ID: 000007331 2307402217
03/28	1,000.00	ONLINE XFER TO DDA GLOBAL BARIS ID: 000007790 2307402221
03/29	2,300.00	ONLINE XFER TO DDA GLOBAL BARIS ID: 000006250 2308300677
03/29	2,000.00	ONLINE XFER TO DDA AVENATTI & A ID: 000007035 2308302065
03/29	2,000.00	ONLINE XFER TO DDA AVENATTI & A ID: 000003559 2308303181
03/29	1,000.00	ONLINE XFER TO DDA PASSPORT 420 ID: 000006832 2308304857
03/30	50,000.00	WIRE/OUT-2018033000004371;BNF NORELL CONSULTING, INC 1304501240
03/30	1,885.05	WIRE/OUT-2018033000004428;BNF MARIA SCOTT 1304501256
03/30	400.00	ONLINE XFER TO DDA GLOBAL BARIS ID: 000003906 2308100945
03/30	5,000.00	ONLINE XFER TO DDA PASSPORT 420 ID: 000005089 2308101205
03/30	43,750.00	ONLINE XFER TO DDA EAGAN AVENAT ID: 000004180 2308103103
03/30	2,000.00	ONLINE XFER TO DDA PASSPORT 420 ID: 000000669 2308103819
03/30	1,000.00	ONLINE XFER TO DDA EAGAN AVENAT ID: 000002202 2308103933
03/30	1,000.00	ONLINE XFER TO DDA AVENATTI & A ID: 000004151 2308103985

#### 4 CHECKS PROCESSED

Number	Date	Amount	Number	Date	Amount	Number	Date	Amount
9999	03/01	20,000.00	9999*	03/06	9,000.00	9999*	03/12	650.00
9999*	03/02	24,000.00						

#### AGGREGATE OVERDRAFT AND RETURNED ITEM FEES

Total for This Period Total Year-to-Date Total Overdraft Fees \$0.00 \$0.00 Total Returned Item Fees \$0.00 \$0.00

To learn more about our other products and services that may lower the cost of managing account overdrafts or to discuss removing overdraft coverage from your account, please contact Customer Service or visit your local branch.

#### **DAILY BALANCES**

Date	Balance	Date	Balance	Date	Balance
02/28	30,317.01	03/12	8,067.01	03/23	70,145.51
03/01	23,117.01	03/13	4,317.01	03/26	68,145.51
03/02	1,817.01	03/14	1,217.01	03/27	33,645.51
03/05	43,067.01	03/15	17.01	03/28	17,395.51
03/06	19,817.01	03/20	117.01	03/29	10,095.51
03/07	15,517.01	03/21	39.51	03/30	55,063.24
03/09	5,017.01	03/22	75,145,51		



<sup>\*</sup> Not in check sequence

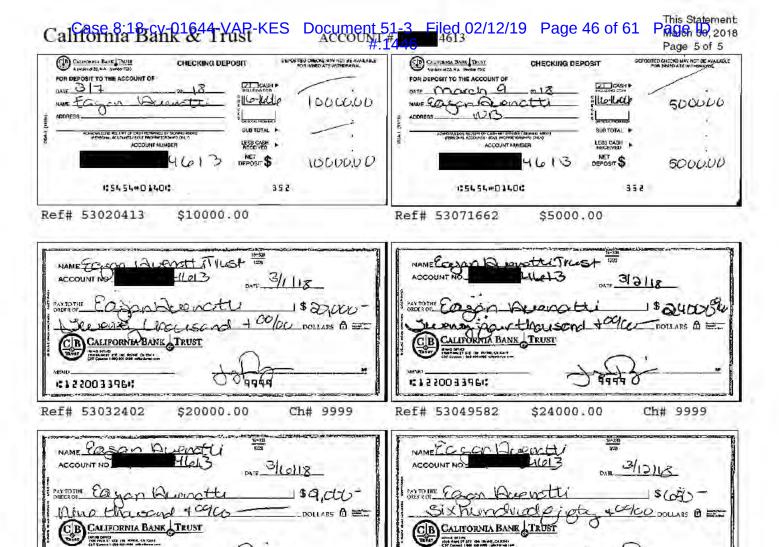
## 

4613 California Bank & Trust

INTEREST

30 Interest Earned This Interest Period \$2.78 Number Of Days This Interest Period 0.17% Interest Paid Year-To-Date 2018 \$7.02 Annual Percentage Yield Earned





:12200339GC

Ref# 53117663

9999

Ch# 9999

\$650.00

C1220033961

Ref# 53093573

9999

Ch# 9999

\$9000.00

# Exhibit 18

ase 8:18-cv-01644-VAP-KES Document 51-3 Filed 02/12/19 Page 49 of 61 Page ID Statement of Accounts #:1449

Page 1 of 5

This Statement: April 30, 2018 Last Statement: March 30, 2018

Account 4613

**DIRECT INQUIRIES TO:** 

Customer Service 1 (800) 400-6080

P.O. Box 489, Lawndale, CA 90260-0489

0043658

4121-06-0000-CBT-PG0023-00002

STATE BAR OF CALIFORNIA EAGAN AVENATTI LLP ATTORNEY CLIENT TRUST ACCOUNT 520 NEWPORT CENTER DR STE 1400 NEWPORT BEACH CA 92660-7020

> Irvine Branch 1900 Main St. Suite 100 Irvine, CA 92614-0000 (949) 223-7500

The new calbanktrust.com. It's improved. It's live. It's user-friendly and mobile-responsive. Check it out today.

#### SUMMARY OF ACCOUNT BALANCE

Account Type Attorney Client Trust Account Number 4613

Checking/Savings **Ending Balance** \$380.37

Outstanding Balances Owed

#### **ATTORNEY CLIENT TRUST 5794184613**

220

Previous Balance	Deposits/Credits	Charges/Debits	Checks Processed	Ending Balance
55,063.24	483,523.75	502,136.89	36,069.73	380.37

#### 8 DEPOSITS/CREDITS

Date	Amount	Description
04/03	1,200.00	ONLINE XFER FROM DDA PASSPORT 420 ID: 000006865 2308201534
04/04	189,964.00	WIRE/IN-2018040400004121;ORG MICHAEL J AVENATTI ESQ;REF 0000 1304801024
04/09	32,000.00	ONLINE XFER FROM DDA EAGAN AVENAT ID: 000005315 2308805512
04/11	49,976.00	WIRE/IN-2018041100002336;ORG MICHAEL J AVENATTI ESQ;REF 0000 1304200746
04/17	200,000.00	WIRE/IN-2018041700001330;ORG MICHAEL J AVENATTI ESQ;REF 0000 1304300426
04/19	9,380.00	WIRE/IN-2018041900000723;ORG GLOBAL BARISTAS US LLC;REF 0852 1304700378
04/30	1,000.00	ONLINE XFER FROM DDA EAGAN AVENAT ID: 000003155 2308205092
04/30	3.75	INTEREST PAYMENT 0002598058

#### **54 CHARGES/DEBITS**

Date	Amount	Description
03/30	2.78	INTEREST TRANSFER 0100072101
04/02	9,000.00	WIRE/OUT-2018040200003572;BNF Silver Star Sound & Comm, Inc. 1304300940
04/02	2,000.00	ONLINE XFER TO DDA AVENATTI & A ID: 000002084 2308302569
04/02	5,000.00	ONLINE XFER TO DDA EAGAN AVENAT ID: 000000385 2308306135
04/02	700.00	ONLINE XFER TO DDA GLOBAL BARIS ID: 000007033 2308306151
04/02	10,000.00	ONLINE XFER TO DDA PASSPORT 420 ID: 000005196 2308307947
04/02	2,000.00	ONLINE XFER TO DDA AVENATTI & A ID: 000004289 2308308781
04/02	1,000.00	ONLINE XFER TO DDA AVENATTI & A ID: 000004166 2308308913
04/03	6,400.00	ONLINE XFER TO DDA EAGAN AVENAT ID: 000001267 2308201509
04/03	18,900.00	ONLINE XFER TO DDA GLOBAL BARIS ID: 000005287 2308201519
04/03	1,200.00	ONLINE XFER TO DDA GLOBAL BARIS ID: 000006370 2308201545
04/04	23,000.00	ONLINE XFER TO DDA GLOBAL BARIS ID: 000003545 2308302223
04/04	1,000.00	ONLINE XFER TO DDA EAGAN AVENAT ID: 000002322 2308302241
04/04	20,000.00	ONLINE XFER TO DDA GLOBAL BARIS ID: 000003633 2308303305
04/05	60,000.00	WIRE/OUT-2018040500003814;BNF Waypoint PPG, LLC 1304701051
04/05	46,000.00	ONLINE XFER TO DDA GLOBAL BARIS ID: 000006369 2308200905
04/05	10,000.00	ONLINE XFER TO DDA GLOBAL BARIS ID: 000002366 2308200921
04/05	5,000.00	ONLINE XFER TO DDA GLOBAL BARIS ID: 000005142 2308203715
04/06	5,300.00	ONLINE XFER TO DDA EAGAN AVENAT ID: 000002167 2308500953

Decorintian

#### An Easy Approach To Balancing Your Account

Page 2 of 5

To reconcile your checkbook balance to your statement balance: Mark off each entry in your check register that has been charged to your account during the statement period. List the checks you have written, but are not yet charged to your account in the "Checks Outstanding" column below. Then, follow the instructions in lines 1 through 10.

CHECKS	CHECKBOOK BALANCE			
Check Number	Check Amount		LIST your checkbook balance.	
			<ol><li>ADD any deposits or other credits listed on the front of this statement which you have not recorded in your checkbook (such as payroll credits or other direct electronic deposits).</li></ol>	
			3. SUBTOTAL:	
			<ol> <li>SUBTRACT any charges listed on the front of this statement which you have not recorded (such as service charges, automatic transfers, electronic transactions, etc).</li> </ol>	
			5. ADJUSTED CHECKBOOK BALANCE:	
			This balance shou	eld agree with line 10, below.
		_	STATEMENT BALANCE	
			LIST your current statement balance as shown on the front of this statement.	
			7. ADD deposits made, but not shown on this statement.	
			8. SUBTOTAL:	
		<b>~</b>	SUBTRACT total from "Checks Outstanding."	
TOTAL:			10. ADJUSTED STATEMENT BALANCE:	

#### PROMPTLY EXAMINE YOUR STATEMENT AND REPORT ANY PROBLEM

Transfer to Line 9.

You must promptly examine your account statements and report any discoverable errors, unauthorized signatures, alterations, missing endorsements, or unauthorized transfers. Failure to do so may result in your loss of certain rights or remedies. For example, you must identify the discoverable alteration or forgery of a check within 30 days of us sending you, or making available to you, the statement reflecting that check, and you must also immediately report to us what you find. Businesses should check their account transactions daily, for which various online services are available. For additional information, please see your deposit account agreement and application service agreement(s) for details. See also the consumer disclosures below.

## CONSUMER ACCOUNTS: IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS OR MONEY RESERVE TRANSACTIONS

If you think your statement is wrong, or if you need more information about a transfer on this statement or on a receipt, please telephone or write us. Please use the telephone number or address listed on the front of this statement to contact us as you can. We must hear from you no later than 60 days after we sent or made available the FIRST statement on which the problem or error appeared. The provisions in this paragraph do not apply to business or other non-personal accounts. The owners of those accounts must settle all unauthorized transactions or errors within 24 hours of receipt of the Item posting in order to be returned.

- 1. Tell us your name and account number.
- Describe the error or transfer you are unsure about, and explain as clearly as you can why you believe there is an error or why you need more information.
- 3. Tell us the dollar amount of the suspected error.

We will investigate your complaint and correct any error promptly. If we take more than 10 business days to do this, we will recredit your account for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation.

#### FOR MONEY RESERVE ACCOUNTS:

## IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR PERSONAL CREDIT LINE (This is a Summary of Your Billing Rights).

If you think your statement is wrong, or you need more information about a transaction on your statement, write us at the address on the front of this statement as soon as possible. We must hear from you no later than 60 days after we sent you the first statement on which the error or problem appeared.

You can telephone us but doing so will not preserve your rights. In your letter, give us the following information.

This balance should agree with line 5, above.

- Your name and account number.
- 2. The dollar amount of the suspected error.
- 3. Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are unsure about.

You do not have to pay any amount in question while we are investigating, but you are still obligated to pay the parts of your bill that are not in question. The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question. You must notify us in writing. You can telephone us, but doing so will not preserve your rights. Contact us at California Bank & Trust, PO Box 25787, Salt Lake City, UT 84125-0787.

Balance Subject to Interest Rate: We use the method called "average daily balance", (including current transactions) to calculate the daily balance. If you have any further questions about the method and how resulting interest charges are determined, please feel free to contact us at 1-800-400-6080.

We may report information about your Money Reserve account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

Please notify us if we report any inaccurate information about your account(s) to a credit bureau. Your written notice describing the specific inaccuracy should be sent to us at the following address: California Bank & Trust, PO Box 25787, Salt Lake City, UT 84125-0787.

Thank you for banking with California Bank & Trust.

Become an Online Banking Customer for 24-hour account access.

Review account balances
 Review posted transactions
 Pay bills
 Transfer funds
 Sign up today at www.calbanktrust.com or call 888-217-1265.

STATE BAR OF CALIFORNIA 4613

P.O. Box 489, Lawndale, CA 90260-0489

Continued		
Date	Amount	Description
04/06	12,500.00	ONLINE XFER TO DDA GLOBAL BARIS ID: 000003221 2308500963
04/06	7.000.00	ONLINE XFER TO DDA PASSPORT 420 ID: 000000419 2308505205
04/09	1,900.00	WIRE/OUT-2018040900005587;BNF GEOFFREY JOHNSON 1304301600
04/09	30,000.00	WIRE/OUT-2018040900005633;BNF MINYARD MORRIS TRUST ACCOUNT 1304301608
04/09	200.00	ONLINE XFER TO DDA AVENATTI & A ID: 000001959 2308804849
04/11	38.814.00	WIRE/OUT-2018041100002430;BNF COLOMBO TILDE 1304200766
04/12	4,000.00	WIRE/OUT-2018041200003603;BNF MARELI MINIUTTI 1304600944
04/12	500.00	ONLINE XFER TO DDA GLOBAL BARIS ID: 000005183 2308100707
04/13	1.885.06	WIRE/OUT-2018041300004405;BNF MARIE SCOTT 1304702642
04/13	200.00	ONLINE XFER TO DDA GLOBAL BARIS ID: 000005593 2308300987
04/16	3,200.00	ONLINE XFER TO DDA GLOBAL BARIS ID: 000008105 2308604521
04/17	1,000.00	ONLINE XFER TO DDA GLOBAL BARIS ID: 000009740 2308100869
04/17	12,500.00	ONLINE XFER TO DDA GLOBAL BARIS ID: 000004900 2308100867
04/17	3,500.00	ONLINE XFER TO DDA EAGAN AVENAT ID: 000008371 2308102077
04/17	60,000.00	ONLINE XFER TO DDA EAGAN AVENAT ID: 000006376 2308104709
04/18	23,100.00	ONLINE XFER TO DDA GLOBAL BARIS ID: 000003022 2308200781
04/18	3,000.00	ONLINE XFER TO DDA PASSPORT 420 ID: 000007580 2308204471
04/19	5,000.00	ONLINE XFER TO DDA EAGAN AVENAT ID: 000008885 2308200633
04/19	2,000.00	ONLINE XFER TO DDA PASSPORT 420 ID: 000001854 2308202669
04/19	2,000.00	ONLINE XFER TO DDA GLOBAL BARIS ID: 000007016 2308203469
04/20	2,700.00	ONLINE XFER TO DDA GLOBAL BARIS ID: 000004253 2308601039
04/20	2,000.00	ONLINE XFER TO DDA PASSPORT 420 ID: 000002703 2308602609
04/20	2,000.00	ONLINE XFER TO DDA PASSPORT 420 ID: 000009356 2308603177
04/20	2,000.00	ONLINE XFER TO DDA EAGAN AVENAT ID: 000001732 2308604471
04/20	2,000.00	ONLINE XFER TO DDA PASSPORT 420 ID: 000009690 2308604473
04/23	5,000.00	ONLINE XFER TO DDA PASSPORT 420 ID: 000007406 2309200337
04/23	8,000.00	MOBILE XFER TO DDA PASSPORT 420 ID: 000003847 2309202865
04/23	2,000.00	ONLINE XFER TO DDA AVENATTI & A ID: 000009451 2309207025
04/24	22,000.00	ONLINE XFER TO DDA GLOBAL BARIS ID: 000007091 2308100517
04/26	6,000.00	ONLINE XFER TO DDA GLOBAL BARIS ID: 000000010 2307600671
04/27	1,750.00	ONLINE XFER TO DDA GLOBAL BARIS ID: 000002952 2308300977
04/27	2,000.00	ONLINE XFER TO DDA AVENATTI & A ID: 000004979 2308303951
04/27	1,500.00	ONLINE XFER TO DDA PASSPORT 420 ID: 000003837 2308303963
04/27	2,500.00	ONLINE XFER TO DDA GLOBAL BARIS ID: 000002608 2308303985
04/30	1,885.05	WIRE/OUT-2018043000007299;BNF MARIE SCOTT 1304601738

#### 2 CHECKS PROCESSED

Number	Date	Amount	Number	Date	Amount
9999	04/17	34,000.00	9999*	04/24	2,069.73

<sup>\*</sup> Not in check sequence

#### AGGREGATE OVERDRAFT AND RETURNED ITEM FEES

	Total for This Period	Total Year-to-Date
Total Overdraft Fees	\$0.00	\$0.00
Total Returned Item Fees	\$0.00	\$0.00

To learn more about our other products and services that may lower the cost of managing account overdrafts or to discuss removing overdraft coverage from your account, please contact Customer Service or visit your local branch.

#### **DAILY BALANCES**

Date	Balance	Date	Balance	Date	Balance
03/30	55,060.46	04/11	11,286.46	04/20	54,081.40
04/02	25,360.46	04/12	6,786.46	04/23	39,081.40
04/03	60.46	04/13	4,701.40	04/24	15,011.67
04/04	146,024.46	04/16	1,501.40	04/26	9,011.67
04/05	25,024.46	04/17	90,501.40	04/27	1,261.67
04/06	224.46	04/18	64,401.40	04/30	380.37
04/09	124 46	04/19	64 781 40		



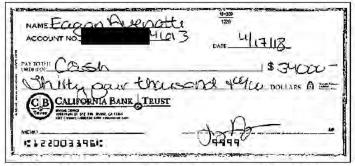
## 

4613 California Bank & Trust

INTEREST

31 Interest Earned This Interest Period \$3.75 Number Of Days This Interest Period Interest Paid Year-To-Date 2018 \$10.77 Annual Percentage Yield Earned 0.17%





NAME ECCUPITÀ DENTE PLOIS

ACCOUNT NO PLOIS

ENTOTIC DEL SOCIATE DE SOCIATE D

Ref# 53071779

\$34000.00

Ch# 9999

Ref# 53041187

\$2069.73

Ch# 9999

# Exhibit 19

ase 8:18-cv-01644-VAP-KES Document 51-3 Filed 02/12/19 Page 56 of 61 Page ID #:1456 Statement of Accounts

#:1456

Page 1 of 5

This Statement: May 31, 2018 Last Statement: April 30, 2018

Account 4613

**DIRECT INQUIRIES TO:** 

Customer Service 1 (800) 400-6080

4152-06-0000-CBT-PG0023-00001

P.O. Box 489, Lawndale, CA 90260-0489

STATE BAR OF CALIFORNIA EAGAN AVENATTI LLP ATTORNEY CLIENT TRUST ACCOUNT 520 NEWPORT CENTER DR STE 1400 NEWPORT BEACH CA 92660-7020

0043576

Irvine Branch 1900 Main St. Suite 100 Irvine, CA 92614-0000 (949) 223-7500

The new calbanktrust.com. It's improved. It's live. It's user-friendly and mobile-responsive. Check it out today.

#### SUMMARY OF ACCOUNT BALANCE

Checking/Savings Outstanding Account Type Ending Balance Account Number Balances Owed Attorney Client Trust 4613 \$15,444.19

ATTORNEY		10-1	E7011	OACAO
		-	2/44	04013

220

Previous Balance	Deposits/Credits	Charges/Debits	Checks Processed	Ending Balance
380.37	703,192.57	672,128.75	16,000.00	15,444.19
	•••••			

#### 10 DEPOSITS/CREDITS

Date	Amount	Description
05/01	51,992.00	WIRE/IN-2018050100003224;ORG MICHAEL J AVENATTI ESQ;REF 0000 1304000916
05/01	204,900.00	WIRE/IN-2018050100008316;ORG PORTFOLIO ESCROW INC;OBI PROCEE 1304002210
05/03	38,400.00	ONLINE XFER FROM DDA GLOBAL BARIS ID: 000002459 2308400750
05/08	1,900.00	ONLINE XFER FROM DDA GLOBAL BARIS ID: 000002788 2308501508
05/15	100,000.00	WIRE/IN-2018051500001837;ORG MICHAEL AVENATTI ESQ;REF 000000 1304200596
05/21	100,000.00	WIRE/IN-2018052100003764;ORG MICHAEL AVENATTI ESQ;REF 000000 1304301006
05/23	16,000.00	ONLINE XFER FROM DDA EAGAN AVENAT ID: 000002955 2308303456
05/24	100,000.00	WIRE/IN-2018052400005782;ORG MICHAEL AVENATTI ESQ;REF 000000 1305001697
05/31	90,000.00	WIRE/IN-2018053100003426;ORG MICHAEL AVENATTI ESQ;REF 000000 1304800928
05/31	0.57	INTEREST PAYMENT 0000394523

#### 17 CHARGES/DEBITS

Data

Date	Amount	Description
04/30	3.75	INTEREST TRANSFER 0100072101
05/01	15,025.00	WIRE/OUT-2018050100004341;BNF PROTECH SECURITY 1304001162
05/01	16,000.00	ONLINE XFER TO DDA GLOBAL BARIS ID: 000005946 2308002713
05/01	3,000.00	ONLINE XFER TO DDA EAGAN AVENAT ID: 000008559 2308003825
05/01	1,000.00	ONLINE XFER TO DDA GLOBAL BARIS ID: 000009387 2308003971
05/01	204,900.00	ONLINE XFER TO DDA AVENATTI & A ID: 000003848 2308005755
05/03	6,500.00	ONLINE XFER TO DDA EAGAN AVENAT ID: 000005804 2308402313
05/04	46,350.00	WIRE/OUT-2018050400002662;BNF Michael Avenatti Trust 1304500800
05/04	1,600.00	ONLINE XFER TO DDA GLOBAL BARIS ID: 000005057 2308401121
05/07	500.00	ONLINE XFER TO DDA EAGAN AVENAT ID: 000001115 2308104169
05/08	1,900.00	WIRE/OUT-2018050800004980;BNF GEOFFREY JOHNSON 1304801642
05/15	100,000.00	ONLINE XFER TO DDA EAGAN AVENAT ID: 000004775 2308101149
05/21	100,000.00	ONLINE XFER TO DDA EAGAN AVENAT ID: 000001564 2308605049
05/24	100,000.00	ONLINE XFER TO DDA EAGAN AVENAT ID: 000003507 2308302537
05/31	23,750.00	ONLINE XFER TO DDA EAGAN AVENAT ID: 000008975 2308201329
05/31	7,000.00	MOBILE XFER TO DDA ***4779 ID: 000005864 2308202127
05/31	44,600.00	ONLINE XFER TO DDA EAGAN AVENAT ID: 000009449 2308203487

Description



**Amount** 

#### An Easy Approach To Balancing Your Account

Page 2 of 5

To reconcile your checkbook balance to your statement balance: Mark off each entry in your check register that has been charged to your account during the statement period. List the checks you have written, but are not yet charged to your account in the "Checks Outstanding" column below. Then, follow the instructions in lines 1 through 10.

CHECKS OUTSTANDING			CHECKBOOK BALANCE				
Check Number Check Amount			LIST your checkbook balance.				
			<ol><li>ADD any deposits or other credits listed on the front of this statement which you have not recorded in your checkbook (such as payroll credits or other direct electronic deposits).</li></ol>				
			3. SUBTOTAL:				
			SUBTRACT any charges listed on the front of this statement which you have not recorded (such as service charges, automatic transfers, electronic transactions, etc).				
			5. ADJUSTED CHECKBOOK BALANCE:				
		_	This balance shou	ld agree with line 10, below.			
			STATEMENT BALANCE				
			LIST your current statement balance as shown on the front of this statement.				
			7. ADD deposits made, but not shown on this statement.				
			8. SUBTOTAL:				
		<b> </b>	SUBTRACT total from "Checks Outstanding."				
TOTAL:			10. ADJUSTED STATEMENT BALANCE:				

#### PROMPTLY EXAMINE YOUR STATEMENT AND REPORT ANY PROBLEM

Transfer to Line 9.

You must promptly examine your account statements and report any discoverable errors, unauthorized signatures, alterations, missing endorsements, or unauthorized transfers. Failure to do so may result in your loss of certain rights or remedies. For example, you must identify the discoverable alteration or forgery of a check within 30 days of us sending you, or making available to you, the statement reflecting that check, and you must also immediately report to us what you find. Businesses should check their account transactions daily, for which various online services are available. For additional information, please see your deposit account agreement and application service agreement(s) for details. See also the consumer disclosures below.

## CONSUMER ACCOUNTS: IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS OR MONEY RESERVE TRANSACTIONS

If you think your statement is wrong, or if you need more information about a transfer on this statement or on a receipt, please telephone or write us. Please use the telephone number or address listed on the front of this statement to contact us as you can. We must hear from you no later than 60 days after we sent or made available the FIRST statement on which the problem or error appeared. The provisions in this paragraph do not apply to business or other non-personal accounts. The owners of those accounts must settle all unauthorized transactions or errors within 24 hours of receipt of the Item posting in order to be returned.

- Tell us your name and account number.
- Describe the error or transfer you are unsure about, and explain as clearly as you can why you believe there is an error or why you need more information.
- 3. Tell us the dollar amount of the suspected error.

We will investigate your complaint and correct any error promptly. If we take more than 10 business days to do this, we will recredit your account for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation.

#### FOR MONEY RESERVE ACCOUNTS:

## IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR PERSONAL CREDIT LINE (This is a Summary of Your Billing Rights).

If you think your statement is wrong, or you need more information about a transaction on your statement, write us at the address on the front of this statement as soon as possible. We must hear from you no later than 60 days after we sent you the first statement on which the error or problem appeared.

You can telephone us but doing so will not preserve your rights. In your letter, give us the following information.

This balance should agree with line 5, above.

- 1. Your name and account number.
- 2. The dollar amount of the suspected error.
- 3. Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are unsure about.

You do not have to pay any amount in question while we are investigating, but you are still obligated to pay the parts of your bill that are not in question. The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question. You must notify us in writing. You can telephone us, but doing so will not preserve your rights. Contact us at California Bank & Trust, PO Box 25787, Salt Lake City, UT 84125-0787.

Balance Subject to Interest Rate: We use the method called "average daily balance", (including current transactions) to calculate the daily balance. If you have any further questions about the method and how resulting interest charges are determined, please feel free to contact us at 1-800-400-6080.

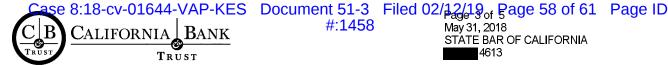
We may report information about your Money Reserve account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

Please notify us if we report any inaccurate information about your account(s) to a credit bureau. Your written notice describing the specific inaccuracy should be sent to us at the following address: California Bank & Trust, PO Box 25787, Salt Lake City, UT 84125-0787.

Thank you for banking with California Bank & Trust.

Become an Online Banking Customer for 24-hour account access.

Review account balances
 Review posted transactions
 Pay bills
 Transfer funds
 Sign up today at www.calbanktrust.com or call 888-217-1265.



#:1458

May 31, 2018 STATE BAR OF CALIFORNIA 4613

P.O. Box 489, Lawndale, CA 90260-0489

1 CHECK PROCESSED

Number......Date......Amount 9999 05/23 16,000.00

AGGREGATE OVERDRAFT AND RETURNED ITEM FEES

Total for This Period Total Year-to-Date Total Overdraft Fees \$0.00 \$0.00 Total Returned Item Fees \$0.00 \$0.00

To learn more about our other products and services that may lower the cost of managing account overdrafts or to discuss removing overdraft coverage from your account, please contact Customer Service or visit your local branch.

**DAILY BALANCES** 

Date	Balance	Date	Balance	Date	Balance
04/30	376.62	05/07	793.62	05/23	793.62
05/01	17,343.62	05/08	793.62	05/24	793.62
05/03	49,243.62	05/15	793.62	05/31	15,444.19
05/04	1.293.62	05/21	793 62		

INTEREST

Interest Earned This Interest Period \$0.57 Number Of Days This Interest Period 31 Interest Paid Year-To-Date 2018 \$11.34 Annual Percentage Yield Earned 0.17% This page intentionally left blank



Ref# 53034032

\$16000.00

Ch# 9999